



BID

Bid No: SCMU7-22/23-0002		
Bid Description	RENDERING OF TRAVEL AGENCY SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE/SHUTTLE SERVICES, VENUES & FACILITIES AND ACCOMMODATION FOR A PERIOD OF 36 MONTHS:SCMU7-22/23-0002.	
Contact Persons/s:		
Technicalities on Terms of Reference	Name:	Dr. Molebedi Sisi / Mr. S. Mathumbu
	Telephone No.	040 940 700 / 040 940 7023
Bid Procedures:	Name:	Miss B. Aplom / Mr T. Nchukana
	Telephone No.	040- 940 7033 / 040 940 7022
Briefing Session:	Hybrid	10 August 2022 @ 10h00
Bid Closing: Time & Date	Date and Time	23 August 2022 @ 11H00
	Conditions	<ol style="list-style-type: none"> 1. Quotation must be returned in one sealed envelope and be clearly marked, with the above bid number, description and Department of Cooperative Govt and Trad. Affairs 2. The SBD forms and all other forms relating to this bid must be completed and signed in the original black ink. 3. Forms with photocopied signatures or other such reproduction may be rejected. 4. Bids by telegraph, facsimile, electronically or other similar apparatus will not be acceptable for consideration. <p>NB. Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.</p>

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS					
BID NUMBER:	SCMU 7-22/23-0002	CLOSING DATE:	23 August 2022	CLOSING TIME:	11H00
DESCRIPTION	RENDERING OF TRAVEL AGENCY SERVICES IN RESPECT OF AIR TRAVEL, HIRE/SHUTTLE SERVICES, VENUES & FACILITIES AND ACCOMMODATION FOR PERIOD OF 36 MONTHS: SCMU7-22/23-0002.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.1)					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS) *Departmental Bid Box at the main entrance,
foyer.*

Tyamzashe Building					
Phalo Avenue					
Bisho					
5605					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		<input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		<input type="checkbox"/> A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	COGTA EC		CONTACT PERSON	Dr Molebedi Sisi / Mr. S. Mathumbu	
CONTACT PERSON	Thembani Nchukana/ Busisiwe Aplom		TELEPHONE NUMBER	040 940 7007/ 040 940 7023	
TELEPHONE NUMBER	040 -940 7022/040 940 7033		FACSIMILE NUMBER	molebedi.sisi@eccogta.gov.za	
FACSIMILE NUMBER	040 609 5837		E-MAIL ADDRESS	simphiwe.mathumbueccogta.gov.za	
E-MAIL ADDRESS	Thembani.ncontso@eccogta.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number - SCMU7- 21/22- 0002
Closing Time 11:00	Closing date - 23 August 2022

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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-
- Required by:
 - At:
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
 ii) The name of the sub-contractor.....
 iii) The B-BBEE status level of the sub-contractor.....
 iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force
Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)



Province of the
EASTERN CAPE

COOPERATIVE GOVERNANCE
& TRADITIONAL AFFAIRS

Terms of Reference

RENDERING OF TRAVEL AGENCY SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE/SHUTTLE SERVICES, VENUES & FACILITIES AND ACCOMMODATION FOR A PERIOD OF 36 MONTHS

TENDER NUMBER: SCMU7- 2022/23-0002

NAME OF BIDDER

NON-COMPULSORY BRIEFING SESSION

DATE: _____

TIME:

10H00

CLOSING DATE: _____

TIME: 11H00

Tyamzashe Building

Phalo Avenue

Private Bag X0035

Bhisho

5605

RENDERING OF TRAVEL AGENCY SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE/SHUTTLE SERVICES, VENUES & FACILITIES AND ACCOMMODATION FOR A PERIOD OF 36 MONTHS

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RENDERING OF TRAVEL AGENCY SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE/SHUTTLE SERVICES, VENUES & FACILITIES AND ACCOMMODATION FOR A PERIOD OF 36 MONTHS

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RENDERING OF TRAVEL AGENCY SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE/SHUTTLE SERVICES, VENUES & FACILITIES AND ACCOMMODATION FOR A PERIOD OF 36 MONTHS

1. INTRODUCTION

Legislatively, the Department of Cooperative Governance and Traditional Affairs (the department / CoGTA) is mandated to provide support to the Eastern Cape Municipalities and Traditional Institutions.

In the same context, the department is committed to realise its predetermined vision and mission which are:

Vision: An integrated, capable, responsive and accountable local government and traditional institution system focusing on the needs of the community”.

Mission: To promote a developmental local state and traditional institutions that are accountable, focused on citizen’s priorities; capable of delivering high-quality services consistently and sustainably through local government and participatory democracy.

Values: People orientated and based on the Batho Pele Principles.

2. PURPOSE OF THESE TERMS OF REFERENCE

The purpose of these Terms of Reference (TOR) is to solicit proposals from the Eastern Cape Based potential bidder(s) for the provision of travel management services to CoGTA for a period of 36 months.

This document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the Department for the provision of travel management services to CoGTA.

These TOR do not constitute an offer to do business with the Department, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

It is essential that the Department contracts a Travel Agent in respect of Air travel, Car hire, Hiring of venues & facilities and Accommodation to ensure high quality services provision with less time consumption and possible lower costs. This is motivated by a need to improve efficiency in rendering support services to all stakeholders.

3. DEFINITIONS

Accommodation means the rental of lodging facilities while away from one’s place of abode, but on authorised official duty.

After-hours service refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays

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Air travel means travel by airline on authorised official business.

Authorising Official means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g. line manager of the traveller.

Car Rental means the rental of a vehicle for a short period of time by a Traveller for official purposes.

CoGTA means Eastern Cape Department of Cooperate Governance and Traditional Affairs.

Department means Eastern Cape Department of Cooperate Governance and Traditional Affairs.

Domestic travel means travel within the borders of the Republic of South Africa.

Emergency service means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

gCommerce refers to the Government's buy-site for transversal contracts.

International travel refers to travel outside the borders of the Republic of South Africa.

Management Fee is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc).

Quality Management System means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.

Regional travel means travel across the border of South Africa to any of the SADC Countries, namely; Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia, Zimbabwe and Comoros.

Service Level Agreement (SLA) is a contract between the TMC and (Cogta) that defines the level of service expected from the TMC.

Shuttle Service means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.

SCM means Supply Chain Management

Third party fees are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.

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Transaction Fee means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.

Traveller refers to a Government official, consultant or contractor travelling on official business on behalf of Government.

Travel Authorisation is the official form utilised by Government reflecting the detail and order number of the trip that is approved by the relevant authorising official.

Travel Booker is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller, e.g. the personal assistant of the traveller.

Travel Management Company or TMC refers to the Company contracted to provide travel management services (Travel Agents).

Travel Voucher means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.

Value Added Services are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.

VAT means Value Added Tax.

VIP or Executive Service means the specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

4.1.1. Bidder(s) must be compliant when submitting a proposal to CoGTA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

4.1.2. It is a condition of this bid that the tax matters of the successful bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

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4.1.4. Bidders are required to be registered on the Central Supplier Database and the bidder's tax compliance status will be verified through the Central Supplier Database.

4.1.5. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

4.2. Procurement Legislation

CoGTA has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

4.3. Local Economic Development Procurement Framework

In its procurement processes, CoGTA employs contents of the Framework of Local Economic Development (LED) in line paragraph 2 of the Eastern Cape Provincial Treasury Instruction Note No. 7 of 2016/17, with the purpose of ensuring maximum retention of Provincial fiscal spend in the Province. This is aligned to the purpose of the LED Framework which is to provide a platform for state institutions to promote LED through their procurement processes, in so doing ensuring that at least 50% of their procurement is spent on products produced and supplied by suppliers in the Eastern Cape Province including SMMEs.

4.4. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards particularly:

4.4.1. National Treasury Instruction No.2 of 2017/18, National Travel Policy Framework.

4.4.2. Instruction Note 4 of 2017/18, National Treasury cost containment measures.

4.4.3. Addendum to Instruction Note 4 of 2017/18, revised cost containment measures.

5. NON-COMPULSORY BRIEFING SESSION

A compulsory briefing session will be held at the Department of Cooperative Governance and Traditional Affairs 2nd Floor Boardroom, Tyamzashe Building, Phalo Avenue, Bhisho on

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..... at 10H00 to clarify to bidder(s) the scope and extent of work to be executed.

6. TIMELINE OF THE BID PROCESS

The period of validity is 120 days.

The project timeframes of this bid are set out below:

Activity	Due Date
Non-Compulsory briefing sessionat 10:00
Bid closing dateat 11:00

All dates and times in this bid are South African standard time.

7. CONTACT AND COMMUNICATION

- 7.1. Please refer all enquiries to Dr Molebedi Sisi at 040 940 7007; molebedi.sisi@eccogta.gov.za or Mr S. Mathumbu at 040 940 7023; simphiwe.mathumbu@eccogta.gov.za or Mr. T. Nchukana at 040 940 7022; thembani.nchukana@eccogta.gov.za during normal office hours viz. 08:00 – 16:30 Mondays to Fridays. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email addresses.
- 7.2. Any communication by the Bidder(s) to an official or a person acting in an advisory capacity for CoGTA in respect of this tender is not allowed between the closing date and the award of the bid.
- 7.3. Whilst all due care has been taken in connection with the preparation of this bid, CoGTA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. CoGTA, its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 7.4. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CoGTA (other than minor clerical matters), the Bidder(s) must promptly notify CoGTA in writing of such discrepancy, ambiguity,

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error or inconsistency in order to afford CoGTA an opportunity to consider what corrective action is necessary (if any).

7.5. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CoGTA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

7.6. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration. No late, faxed, electronically transmitted, incomplete documents or unsigned bids will be accepted.

9. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

10. FRONTING

10.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

10.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so

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within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies CoGTA may have against the Bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

CoGTA reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

12. SUBMISSION OF PROPOSALS

- 12.1. Bid documents may either be posted to The Department of Cooperative Governance and Traditional Affairs, P/Bag X0035, Bhisho, 5605 (preferably registered mail) OR placed in the tender box situated at the Department's main entrance foyer OR couriered to the aforesaid address not later than 11h00, on after which it will be opened in public
- 12.2. Completed bid documents must be submitted in two separate sealed envelopes, clearly marked: "TRAVEL AGENCY SERVICES IN RESPECT OF AIR TRAVEL, CAR HIRE/SHUTTLE SERVICES, VENUES & FACILITIES AND ACCOMMODATION; TENDER NUMBER AND THE BIDDER'S NAME". Each envelope must also be marked "For Functionality / For Price" respectively.
- 12.3. Bid documents will only be considered if received by CoGTA before the closing date and time, regardless of the method used to send or deliver such documents to CoGTA.
- 12.4. Bidders are requested to initial each page of the tender document.

13. PRESENTATION / DEMONSTRATION

CoGTA reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

14. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of thirty-six (36) months.

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15. SCOPE OF WORK

15.1. Background

Currently, the Department is contracted to a travel management company(TMC) and the contract is coming to an end. CoGTA's primary objective in issuing this tender is to enter into agreement with a successful bidder who will achieve the following:

15.1.1. Provide CoGTA with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;

15.1.2. Achieve significant cost savings without any degradation in the services;

15.1.3. Appropriately contain CoGTA's risk and traveller risk.

15.2. Travel Volumes

The current CoGTA total volumes per annum includes air travel, accommodation, car hire/shuttle services, conference, etc. The table below depicts figures of the Department's Travel Agency services expenses for 2021/2022:

Service Category	2021/2022 Expenditure	Mark up %	Number of years	Total Amount
Air travel – Domestic	R 254 229.35		3	
Air Travel – International	R0.00		3	
Air Travel – Domestic (Re-issue)	R0.00			
Air Travel – International (Re-issue)	R0.00			
Car Rental	R 131 254.22		3	
Shuttle Services	R0.00		3	
Accommodation – Domestic	R14 781 696.64		3	
Accommodation – International	R0.00		3	
Transfers- Domestic	R0.00			
Bus/Coach booking				
Conferences/events/venues	R 3 557 449.66		3	
Visa Assistance	R0.00		3	

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Service Category	2021/2022 Expenditure	Mark up %	Number of years	Total Amount
Provision of documents & advice	R0.00			
SMS Notifications	R0.00	9%		109000
Parking Bookings	R0.00			
Cancellations	R0.00			
Change to bookings	R0.00			
After hour services	R0.00			
GRAND TOTAL	R 18 724 629.87			

Note: The figures above are projections based on the current trends and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

Where a service category expenditure is reflected as zero (R0.00) on the basis that the Department did not spend on that particular item. It must be noted that the Department will utilise an expenditure of R 100 000.00 on such items for the purposes of price evaluation. The bidders are requested to put their mark-up percentage against such items.

Other services that may be required during execution of the contract but have not been included under paragraph 15.2 include:

15.3.1. Visa Assistance (Provision of documents and advice)

15.3.2. Transfers – Accommodation – arranging accommodation for newly appointed personnel.

15.3. Service Requirements

15.3.1. General

The successful bidder will be required to provide travel management services. Deliverables under this section include without limitation, the following:

- a) The travel services will be provided to all Travellers travelling on behalf of the Department, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that CoGTA is responsible for the arrangement and cost of travel.

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- b) Provide travel management services during normal office hours (Monday to Friday 8h00–16h30) and provide after hours and emergency services as stipulated in paragraph 15.3.6.
- c) Familiarisation with current CoGTA travel business processes.
- d) Assist with further negotiations for better deals with travel service providers.
- e) Familiarisation with current CoGTA Travel Policy and implementations of controls to ensure compliance.
- f) Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- g) Provide a facility for CoGTA to update their travellers' profiles.
- h) Manage the third party service providers by addressing service failures and complaints against these service providers.
- i) Consolidate all invoices from travel suppliers (timeously consolidate all invoices from facility suppliers).

15.3.2. Reservations

The Travel Management Company will:

- a) Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and/or vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b) Always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.
- c) Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- d) Book the negotiated discounted fares and rates where possible.

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- e) Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- f) Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- g) Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- h) Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- i) Advise the Traveller of all visa and inoculation requirements well in advance.
- j) Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- k) Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- l) Facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- m) Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- n) Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.
- o) Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury or by CoGTA are non-commissionable, where commissions are earned for CoGTA bookings all these commissions should be returned to CoGTA on a quarterly basis.
- p) Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by CoGTA.
- q) Timeous submission of proof that services have been satisfactorily delivered (invoices) as per CoGTA's instructions

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15.3.3. Air Travel

- a) The TMC must be able to book full service carriers as well as low cost carriers.
- b) The TMC will book the most cost effective airfares possible for domestic travel.
- c) For international flights, the airline which provides the most cost effective and practical routings may be used.
- d) The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- e) Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- f) The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a reconciliation report once a quarter.
- g) The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- h) The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- i) The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- j) Ensure that travellers are always informed of any travel news regarding airlines (like luggage policies, checking in arrangements, etc.)
- k) Assist with lounge access if and when required.

15.3.4. Accommodation

- a) The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.

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- b) This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with CoGTA's travel policy.
- c) CoGTA travellers may only stay at accommodation establishments with which the State has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or CoGTA.
- d) Accommodation vouchers must be issued to all the Departmental travellers for accommodation bookings and must be invoiced to CoGTA as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- e) The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- f) Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

15.3.5. Resettlement services

- a) Removal of employee/ pensioner belongings who in the interest of the Department is transferred at a place other than his/her Headquarters, or in some cases or death at a state expenditure.
- b) Goods must be transported with removal truck.
- c) The company transporting goods must have insurance to insure the goods.

15.3.6. Car Rental and Shuttle Services

- a) The TMC will book the approved category vehicle with the appointed car rental service provider from the closest rental location (airport, hotel and venue) in accordance with the CoGTA Travel Policy.

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- b) The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- c) The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- d) For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- e) The TMC will book transfers in line with the Department's Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f) The TMC should manage shuttle companies on behalf of CoGTA and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- g) The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

15.3.7. After Hours and Emergency Services

- a) The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- b) A dedicated consultant/s must be available to assist departmental personnel that has travel authorisation documentation or has been provided authority by delegated departmental official with after hour or emergency assistance.
- c) After hours' services must be provided from Monday to Friday outside the official hours (16h30 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- d) A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.

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- e) The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

15.4. Communication

- 15.4.1. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of CoGTA.
- 15.4.2. All enquiries must be investigated and prompt feedback be provided in accordance with the signed Service Level Agreement.
- 15.4.3. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

15.5. Financial Management

- 15.5.1. The TMC must implement the rates negotiated by CoGTA with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 15.5.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to CoGTA for payment within the agreed time period.
- 15.5.3. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- 15.5.4. The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices CoGTA for the services rendered.
- 15.5.5. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.

- 15.5.6. Consolidate Travel Supplier bill-back invoices.

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15.5.7. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to CoGTA's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices.

15.5.8. Ensure Travel Supplier accounts are settled timeously.

15.6. Technology, Management Information and Reporting

15.6.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.

15.6.2. All management information and data input must be accurate.

15.6.3. The TMC will be required to provide CoGTA with a minimum of four (4) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

15.6.4. The reporting templates can be found on

http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx

15.6.5. Reports must be accurate and be provided as per CoGTA's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).

15.6.6. CoGTA may request the TMC to provide additional management reports.

15.6.7. Reports must be available in an electronic format, for example, Microsoft Excel.

15.6.8. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

a) **Travel**

i. After hours' Report;

ii. Compliments and complaints;

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- iii. Consultant Productivity Report;
- iv. Long term accommodation and car rental;
- v. Extension of business travel
- vi. Upgrade of class of travel (air, accommodation and ground transportation);
- vii. Bookings outside Travel Policy.

b) Finance

- i. Reconciliation of commissions/rebates or any volume driven incentives;
- ii. Creditor's ageing report;
- iii. Creditor's summary payments;
- iv. Daily invoices;
- v. No show report;
- vi. Cancellation report;
- vii. Receipt delivery report;
- viii. Monthly Bank Settlement Plan (BSP) Report;
- ix. Refund Log;
- x. Open voucher report, and
- xi. Open Age Invoice Analysis.

15.6.9. The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

15.7. Account Management

15.7.1. An Account Management Structure (Project Steering Committee) should be put in place to respond to the needs and requirements of the CoGTA and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.

15.7.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of CoGTA's account.

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- 15.7.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 15.7.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 15.7.5. Ensure that the CoGTA's Travel Policy is enforced.
- 15.7.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 15.7.7. Ensure that workshops/trainings are provided to Travellers and/or Travel Bookers
- 15.7.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

15.8. Value Added Services

The TMC must provide the following value added services:

15.8.1. Destination information for domestic and international destinations:

- a) Health warnings;
- b) Weather forecasts;
- c) Places of interest;
- d) Visa information;
- e) Travel alerts;
- f) Location of hotels and restaurants;
- g) Information including the cost of public transport;
- h) Rules and procedures of the airports;
- i) Business etiquette specific to the country;
- j) Airline luggage policy; and
- k) Supplier updates

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15.8.2. Electronic voucher retrieval via web and smart phones;

15.8.3. SMS notifications for travel confirmations;

15.8.4. Travel audits;

15.8.5. Global Travel Risk Management;

15.8.6. VIP services for Executives that include, but is not limited to check-in support.

15.9. Cost Management

15.9.1. The National Treasury cost containment initiative and CoGTA's Travel Policy is establishing a basis for a cost savings culture.

15.9.2. It is the obligation of the TMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.

15.9.3. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.

15.9.4. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with CoGTA's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

15.10. Quarterly and Annual Travel Reviews

15.10.1. Quarterly reviews are required to be presented by the TMC on all Departmental travel activities for the previous three-month period. These reviews are comprehensive and presented to CoGTA's Procurement and Finance teams (Project Steering Committee) as part of the performance management reviews based on the service levels.

15.10.2. Annual Reviews are also required to be presented to CoGTA's Senior Executives.

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15.10.3. These Travel Reviews will include without limitation, the reporting requirements in the Cost Containment Measures related to Travel & Subsistence.

15.11. Office Management

15.11.1. The TMC to ensure high quality service to be delivered at all times to the Departmental travellers. The TMC is required to provide CoGTA with highly skilled and qualified human resources of the following roles but not limited to:

- a) Travel Management (Operational)
- b) Finance Management / Branch Accountant
- c) System Administration (General Admin)

16. PRICING MODEL

16.1. Transaction Fees

Refer to 15.3 above

16.1.1. The transaction fee must be a fixed mark-up percentage of the value / amount per service.

16.2. Volume driven incentives

It is important for bidders to note the following when determining the pricing:

- 16.2.1. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
- 16.2.2. No override commissions earned through CoGTA reservations will be paid to the TMCs;
- 16.2.3. An open book policy will apply and any commissions earned through the Department volumes will be reimbursed to CoGTA.
- 16.2.4. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

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17. EVALUATION AND SELECTION CRITERIA

CoGTA has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Administrative Requirements (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 70 points.

17.1. Gate 0: Administrative Requirements

- 17.1.1. Without limiting the generality of CoGTA's other critical requirements for this Bid, bidder(s) must submit the documents listed in Table 1 below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission of any of the documents.
- 17.1.2. In terms of regulation 4 of the preferential procurement regulations of 2017, this bid is only inviting responses from the Exempted Micro Enterprises (EMEs) or Qualifying Small Enterprises (QSEs) as defined in the said regulation.

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Table 1: Documents that must be submitted for administration and mandatory bid requirements.

Document that must be submitted	Non-submission will result in disqualification	
	YES/NO REQUIRED EVIDENCE	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status	NO	i. Proof of Registration on the Central Supplier Database (Refer Section 4.1.4 & 4.1.5) ii. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence. iii. This can be confirmed via CSD and Instruction Note No. 7 of 2017/2018, paragraph 4.2 will also be considered.
Pricing Schedule (SBD 3.1)	YES	Submit full details of the pricing proposal in line with paragraph 16.1 above attached to SBD 3.1. in a separate envelope marked "For Price"
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
SBD 5	YES	i. Complete and sign the supplied pro forma document ii. Failure to submit this document with your bid will result to the invalidation of your bid
Preference Point Claim Form – SBD 6.1	NO	Complete and sign the supplied pro forma document
BBBEE Status Level Contributor Certificate		Non-submission will lead to a zero (0) score on BBBEE
Annexure A2: Desktop Evaluation Technical Scorecard And Compliance Checklist	YES	Complete and sign
Registration on Central Supplier Database (CSD)	YES	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you

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		are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor / supplier number. Submit proof of registration.
ASATA Certification	YES	Bidders are required to submit their valid Association of South African Travel Agent (ASATA) certificate or original certified copy.
Financial viability	YES	Pre-approved credit or three (3) months bank statement with a minimum value of One Hundred Thousand (R 100 000).

17.2. Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to **Annexure A2** for detailed information

Only Bidders that have met the Administrative Requirements in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

- 17.2.1. Desktop Technical Evaluation – Bidders will be evaluated out of 80 points and must achieve a minimum threshold of 60 points of 80 points.
- 17.2.2. Presentation and system demonstration – Bidders will be evaluated out of 20 points and must achieve a minimum threshold of 10 points out of 20 points.
- 17.2.3. The overall combined score must be equal or above 70 points in order to proceed to Gate 2 for Price and BBBEE evaluations. Failure to achieve minimum threshold set in any of 17.2.1 & 17.2.2 will lead to disqualification.

As part of due diligence, CoGTA will conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at CoGTA's sole discretion.

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The Bidder's information will be scored according to the following points system:

Functionality	Maximum Points Achievable	Minimum Threshold
Desktop Technical Evaluation Details found in Annexure A2 – Technical Scorecard	80	60
Presentation and System demonstration	20	10
OVERALL COMBINED POINTS	100	70

17.3. Gate 2: Price and BBEE Evaluation (90+10) = 100 points

Only Bidders that have met the 70-point threshold in Gate 1 will be evaluated in Gate 2 for price and BBEE. Price and BBEE will be evaluated as follows:

In terms of regulation 7 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- 17.3.1. The bid price (maximum 90 points)
- 17.3.2. B-BBEE status level of contributor (maximum 10 points)
- 17.3.3. A tenderer must submit proof of its BBEE status level contributor
- 17.3.4. A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
 - a) may only score points out of 90 for price; and
 - b) scores 0 points out of 20 for B-BBEE.
 - c) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(i) Stage 1 – Price Evaluation (90 Points)

Criteria	Points
Price Evaluation	90

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$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

This formula above will be used to calculate the points for price:

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

(ii) Stage 2 – BBEE Evaluation (10 Points)

i. BBEE Points allocation

A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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B-BBEE points will be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate (see table above on this issue for consistency)

ii. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. CoGTA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

iii. Sub-contracting

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 12(3) of the PPPFA Act with regard to sub-contracting

The following is an extract from the Regulations of the PPPFA Act:

12(3) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal

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or higher B-BBEE status level of contributor than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

(iii) Stage 3 (90 + 10 = 100 points)

The Price and BBBEE points will be consolidated.

Points scored will be rounded off to two decimal places

18. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- 18.1. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which CoGTA is prepared to enter into a contract with the successful Bidder(s).
- 18.2. The bidder submitting the General Conditions of Contract to CoGTA together with its bid, duly signed by an authorised representative of the bidder.

19. SPECIAL CONDITIONS

19.1. CoGTA reserves the right:

- 19.1.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 19.1.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 19.1.3. To accept part of a tender rather than the whole tender.
- 19.1.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 19.1.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

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- 19.1.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 19.1.7. Award to multiple bidders based either on size or geographic considerations.
- 19.2. The quotation price is to be in South African currency and must include value-added tax, where applicable and must include disbursements.
- 19.3. CoGTA reserves the right not to accept any of the submitted quotations. The lowest, or only quotation, will not necessarily be accepted.
- 19.4. CoGTA will not be liable to reimburse any costs incurred by the contractor during the proposal process.
- 19.5. Penalties will be applied in respect of late completion of work defined in the final contract provided that the delay is attributed on the part of the service provider.
- 19.6. The service provider:
 - 19.6.1. Undertakes to act as an independent contractor in respect of the work.
 - 19.6.2. Shall exercise all reasonable skill, care and diligence in the execution of the work and shall carry out all its obligations in accordance with professional standards
 - 19.6.3. Shall, in all professional matters, act as a faithful adviser to the CoGTA.
 - 19.6.4. Shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered.
 - 19.6.5. Shall, whenever so required by the representative, furnish the representative with particulars in writing regarding the Service Provider's arrangement for the execution of the work. Should the parties be of the opinion that the proposal submitted by the Service Provider does not ensure, inter alia, the completion of the work within a stipulated time for completion, the representative shall have the right to request that the proposal be amended to his/her satisfaction.
 - 19.6.6. Shall attend meetings with officials whenever required to do so by the representative for the purpose of obtaining information or advice in regard to the work and assignments or any matters arising there from in connection therewith.
 - 19.6.7. Shall not have the power or authority to enter into any contracts or otherwise to bind or incur any liability on behalf of CoGTA.

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- 19.7. All documents, database or any other material in any format prepared by the Service Provider in relation to the work shall be delivered to CoGTA immediately upon the CoGTA's request.
- 19.8. The Service Provider shall not attempt to recruit employees of the department during the execution of the contract or any part thereof.
- 19.9. The department undertakes to pay the service provider within (30) days from the date of receipt of the correct invoice.
- 19.10. The department shall not enter into a contract where a company has directors, partners, or employees who are employed by the state.
- 19.11. No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted.
- 19.12. All the submitted documents must be completed in full and signed where necessary
- 19.13. All service providers enlisted by National Treasury in the restricted service provider's register will not be considered.
- 19.14. Completed bid documents must be submitted in sealed envelopes (**one for functionality and one for price**).
- 19.15. Only original invoices will be accepted for payment once services have been rendered and not prior, stipulating the bid number and order number of a transaction to be paid. Payment will be done as prescribed by the PFMA.
- 19.16. Within seven (7) days from the commencement of the contract, the prospective bidder will be required to sign a service level agreement with the department.

NB: Failure to comply with the above requirements may lead to disqualification.

20. CoGTA REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare and confirm to:

- 20.1. Act honestly, fairly, and with due skill, care and diligence, in the interests of CoGTA
- 20.2. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 20.3. Act with circumspection and treat CoGTA fairly in a situation of conflicting interests;

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- 20.4. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 20.5. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with CoGTA
- 20.6. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- 20.7. To conduct their business activities with transparency and consistently uphold the interests and needs of CoGTA as a client before any other consideration; and
- 20.8. To ensure that any information acquired by the bidder(s) from CoGTA will not be used or disclosed unless the written consent of the client has been obtained to do so.
- 20.9. That it has offices within the 60 km radius of Bhisho (Head Offices), if not, the department will provide the office within which the successful bidder will service the department from.

21. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

CoGTA reserves its right to disqualify any bidder who either itself or any of whose members or directors:

- 21.1. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 21.2. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 21.3. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of CoGTA's officers, directors, employees, advisors or other representatives;
- 21.4. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 21.5. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

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- 21.6. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 21.7. has in the past engaged in any matter referred to above; or
- 21.8. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

22. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 22.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that CoGTA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 22.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by CoGTA against the bidder notwithstanding the conclusion of the Service Level Agreement between CoGTA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

23. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing CoGTA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

24. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, CoGTA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the

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bidder indemnifies and holds CoGTA harmless from any and all such costs which CoGTA may incur and for any damages or losses CoGTA may suffer.

25. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

26. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. CoGTA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

27. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. CoGTA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to CoGTA, or whose verification against the Central Supplier Database (CSD) proves non-compliant. CoGTA further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

28. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. CoGTA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

29. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

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30. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that CoGTA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and CoGTA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

31. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with CoGTA's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by CoGTA remain proprietary to CoGTA and must be promptly returned to CoGTA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure CoGTA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

32. CoGTA PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any CoGTA proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

33. FINANCIAL STABILITY

The bidder must submit the three (3) months' bank statement with a bank balance of at least of R100 000 or a Pre-approved credit of R100 000.

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34. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, CoGTA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.


END-USER - SUPPLY CHAIN MANAGEMENT

18/07/2022
DATE

RECOMMENDED / NOT ~~RECOMMENDED~~


CHAIRPERSON OF BID SPECIFICATION COMMITTEE

20/07/2022
DATE

RECOMMENDED / NOT ~~RECOMMENDED~~


CHIEF FINANCIAL OFFICER (Acting)

21/07/2022
DATE

APPROVED / NOT ~~APPROVED~~


HEAD OF DEPARTMENT

25/07/2022
DATE

DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

Annexure A2
DESKTOP EVALUATION TECHNICAL SCORECARD
AND COMPLIANCE CHECKLIST
SCMU7-2022/23-0002

ANNEXURE A2: DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

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AND ACCOMMODATION FOR THE PERIOD OF 36 MONTHS**
SCMU7-2022/23-0002

RATING SCALE

Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Unacceptable	Does not meet the requirement . Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0

The Bidders will be evaluated according to the technical evaluation criteria in the scorecard below.
Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
DESKTOP EVALUATION				
1	GENERAL	80		
1.1	Provide Proof of physical existence and location of business entity (municipality utility bill) within the Eastern Cape Province Premises. COGTA reserves the right to conduct physical inspection of the offices.	30		
1.2	Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to CoGTA whom we may contact for references. The letter must include: client name, contact name, address, fixed line phone number, and duration of contract, value of the travel expenditure, a brief description of the services that you provided and the level of satisfaction.	15		

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#	TECHNICAL EVALUATION CRITERION TO BE COMPLETED BY THE BIDDER	WEIGHT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
2	RESERVATIONS Manage all reservations/ bookings.	20		
2.1	Describe how all travel reservations/ bookings are handled e.g. hotel (accommodation); car rental; flights etc. This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers and additional proof of competency.	8		
2.2	Manage group bookings. Describe your capabilities for handling group bookings (e.g. for meetings, conferences, events etc.).	3		
2.3	Directly negotiated rates Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by CoGTA are non-commissionable , where commissions are earned for CoGTA bookings, all these commissions should be returned to CoGTA on a quarterly basis. Describe how these specific rates will be secured. Describe any automated tools that will be used to assist with maintenance and processing of the said negotiated rates.	3		
2.4	Manage airline reservations. Describe in detail the process of booking the most cost-effective and practical routing for the traveller. This will include, without limitation, the refund process and how you	3		

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#	TECHNICAL EVALUATION CRITERION TO BE COMPLETED BY THE BIDDER	WEIGHT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	manage the unused non-refundable airline tickets, your ability to secure special airline services for traveller(s) including preferred seating, waitlist clearance, special meals, travellers with disabilities, etc.			
2.5	After-hours and emergency services The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s). Please provide details/ Standard Operating Procedure of your after-hour support e.g. <ul style="list-style-type: none"> - how it is accessed by Travellers, - is it available 24/7/365 - Reminders to CoGTA to process purchase orders within 24 hours to reduce queries on invoices 	3		
3	COMMUNICATION	5		
3.1	Describe how you will ensure that travel bookers are informed of the travel booking processes. Describe your communication process where the traveller, travel coordinator/booker and travel management company will be linked in one smooth continuous workflow.	5		

#	TECHNICAL EVALUATION CRITERION TO BE COMPLETED BY THE BIDDER	WEIGHT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
4	FINANCIAL MANAGEMENT	5		
4.1	<p>Describe how you will implement the negotiated rates and maximum allowable rates established either by CoGTA or the National Treasury.</p> <p>Describe how you will manage the 30-day bill-back account facility.</p> <p>Describe how pre-payments will be handled where it is required for smaller Bed & Breakfast /Guest House facilities.</p> <p>Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to CoGTA</p> <p>Please describe credit card reconciliation process, timing and deliverables (if applicable).</p>	5		
5	TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING	5		
5.1	<p>Describe the proposed booking system e.g. Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking tool (SBT).</p> <p>Describe how travel consultants access and book web airfares i.e. non-GDS inventories (low cost carriers/ consolidators), and hotel web</p>	5		

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#	TECHNICAL EVALUATION CRITERION TO BE COMPLETED BY THE BIDDER	WEIGHT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	<p>rates.</p> <p>Describe how you will manage data and management information such as traveller profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveller behaviour, transaction level data, etc.</p> <p>Give actual examples of standard reports that you currently have available. Give an indication if reports can be customised.</p> <p>Provide a description of all technology and reporting products proposed for CoGTA.</p> <p>The TMC must comply with the CoGTA's monthly reporting requirement as prescribed by National Treasury? See Monthly Reporting Template prescribed by National Treasury Instruction No 3 of 2016/17.</p>			
6	ACCOUNT MANAGEMENT	5		
6.1	<p>Provide the proposed Account Management structure.</p> <p>Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service.</p> <p>Describe how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Please provide a detailed response indicating performance standards with respect to resolving service issues. Complaint handling procedure must be submitted.</p> <p>What is in place to ensure that the CoGTA's travel Policy is complied with.</p>	5		

#	TECHNICAL EVALUATION CRITERION TO BE COMPLETED BY THE BIDDER	WEIGHT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys? Indicate what workshops/training will be provided to Travellers and /or Travel Bookers.			
7	VALUE ADDED SERVICES	5		
7.1	Please provide information on any value-added services your company can offer.	5		
8	COST MANAGEMENT	5		
8.1	Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results? Describe how you will assist CoGTA to realise cost savings on annual travel spend.	5		
PRESENTATION AND SYSTEM DEMONSTRATION		20		
	Part A: presentation must not exceed 60 minutes - Summary of the proposal - Value added Services - Provide information on any value-added services that can be offered to CoGTA.	20		

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#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE BIDDER			
	<ul style="list-style-type: none"> - Cost saving strategy - Describe and provide examples of cost savings initiatives implemented and achieved at previous clients. Indicate what items were targeted for maximum cost savings results - How the TMC will assist with improving traveller behaviour. - Reference checks - Q&A on technical submission. 			

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BIDDER DECLARATION (Section 22)

The bidder hereby declare the following:

- We confirm that _____ (Bidder's Name) will: --
- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of CoGTA;
 - b. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - c. Act with circumspection and treat CoGTA fairly in a situation of conflicting interests;
 - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with CoGTA;
 - f. Avoid fraudulent and misleading advertising, canvassing and marketing;
 - g. Conduct business activities with transparency and consistently uphold the interests and needs of CoGTA as a client before any other consideration; and
 - h. Ensure that any information acquired by the bidder(s) from CoGTA will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature _____ Date _____

Print Name of Signatory: _____

Designation: _____

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FOR AND ON BEHALF OF: _____ (Bidding Company's Name)

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